

Vuk Rajevac

From: Vuk Rajevac
Sent: Tuesday, July 26, 2008 4:43 PM
To: Laurantu Pascu
Subject: RE: PO4529880 - 5000MTs of MX

Hi Laurantu,

To answer your questions:

- 1) Your comments on the contract well noted and accepted except for Demurrage time bar which is 90 days as per industry wide standard
- 2) I will let you know which advising bank we will be using once I know which cargo we will be giving to Vinnmar. Also, the deal was done on At Sight basis and the only way we can do 30 days is if we are compensated for the cost of capital for the additional 30 days.
- 3) As far as the shipment details, we sold on CFR basis with arrival window, so once you declare the discharge port (by Aug 5th) we will be able to decide whether to give you a deep sea cargo (which at that point will most likely already be on the water) or an Asian origin cargo. Unfortunately, with deep sea Asia trade it is not always possible to know which cargo will be the delivered since the ETAs are hard to keep (due to Panama crossing, weather in the Pacific, etc) and since we guarantee the arrival window, we always have to keep a few options open in order to perform.

If you have any questions, let me know. Thanks!

Best Regards!

Vuk Rajevac
TRICON ENERGY, Ltd.
777 Post Oak Blvd.
Suite 650
Houston, TX 77056
Tel+ 1 (713) 963 0055
Tel+ 1 (713) 961 4821 (direct)
Tel+ 1 (832) 545 2358 (mobile)
Fax+ 1 (713) 929 5553
Yahoo: vrajevac

From: Laurantu Pascu [mailto:L.Pascu@vinnmar.com]
Sent: Tuesday, July 29, 2008 4:08 PM
To: Vuk Rajevac
Subject: PO4529880 - 5000MTs of MX

Dear Vuk,

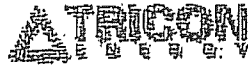
Please find enclosed our comments on your Sale Confirmation. We shall revert soon with our Purchase Order for your review.



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Jul 23 2008 10:53AM Tricon Energy

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4529980

Tricon Energy, Ltd.
777 Post Oak Blvd., Suite 600
Houston, Texas 77059 U.S.A.
Tel (713) 255-0000
Fax (713) 255-0100

Date: July 22, 2008

Vinner International, LTD
Attn: Rick Wilson
18880 Imperial Valley Drive, Suite 459
Houston, TX 77059

Banker: MOAB

Phone:
Fax:

Tricon Sales Number: SA1220-0700H0U

We hereby confirm this agreement between Brad Lockwood of Tricon Energy, Ltd. (Seller) and
Rick Wilson of Vinner International, LTD (Buyer) on July 22, 2008.

The following sets forth the entire agreement of the parties.

Products: Mixed Xylene
Quantity: 5,000 Metric Tons +/- 5% (Vessel's Option)
Quality: ASTM D-5211 with Blmax 20
Price: USD \$1310.00 / Metric Tons
Incoterms: CFR Ulsan/Tokyo

Ship Period: September 1, 2008 - September 15, 2008
Shipped Via: Sea

Payments: At Sight

Credit Terms: Subject to Seller's credit requirements (Irrevocable ~~documentary~~ ^{documentary} L/C)

If a letter of credit is required, it must be received at least 5 working days prior
to shipment.

Contacts: Jennifer Martin
Phone: 713-923-0000
Fax: 713-925-0100

Scheduling/
Invoicing: Mutually acceptable, named independent inspector of Load
Cost: 100% Seller at Load
Quantity: Static above tank down gauge at Load
Quality: Static above tank analysis at Load
Scheduling: Vuk Rajkovic
Phone: 713-683-0000
Fax: 713-905-0100

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ISO 09/15
EX 09/30
\$5095.56 - \$1.02/m³

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1) Vessel/Barge Acceptance-Vessel and barge nominations to be agreed upon mutually between buyer and seller.

2) Demurrage-Buyer shall be obligated to pay for any and all demurrage liability under this contract in long as seller presents claim and supporting documents. *THE BDR IS 60¢/DAY*

3) Law and Jurisdiction- This contract and the rights and duties of the parties arising out of this contract shall be governed by and construed, enforced, and performed in accordance with the laws of the state of Texas, including, without limitation, the Uniform Commercial Code as in effect in the state of Texas, as the same may be amended from time to time, without regard to principles of conflicts of law. The parties agree that this agreement shall be accepted and formed in the state of Texas according to the procedures herein set forth.

4) Additional Contractual Requirements- If, at any time and from time to time during the term of this Agreement, there occurs a Material Adverse Change in the financial condition with respect to the buyer in this agreement, the Seller may require the buyer to establish a Letter of Credit or property for the delivery of transaction.

5) Arbitration- Any disputes not specifically addressed by this contract shall be governed by the Uniform Commercial Code or published rules (to the extent applicable) as in effect at the time of this agreement in the state of Texas (to the extent of conflict).

6) Force Majeure-A) Neither party shall be liable in damages or otherwise for any failure or delay in performance of any obligation hereunder other than obligation to make payment, where such failure or delay is caused by force majeure, being any event, occurrence or circumstance reasonably beyond the control of the party, including without limitation, failure or delay caused by or resulting from acts of God, strikes, fire, floods, wars (whether declared or undeclared), theft, destruction, of the product, delays of customs due to inspections or adverse weather, parts of the vessel, equipment, machinery, vehicles or machinery malfunctions imposed by any governmental authority (including embargoes, seizures, requisitions, quotas, and price controls).

B) If Force Majeure affects seller, seller may, at its option, be excused by notice to buyer given within a reasonable time, either (i) cancel from this contract the quantities which have not been shipped due to Force Majeure, without affecting the balance of this contract; or (ii) ship such quantities in future one or more lots, after which the effect of force majeure to have ended, on the same terms as set forth in this contract.

7) Transfer of Title and Risk- Transfer of title of the Product will pass from Seller to Buyer upon presentation of the bill of lading and receipt. *As per INCOTERMS 2000*

Transfer of Risk of damage to or loss of product shall pass from Seller to Buyer as follows:

A) CFI and CIF Sales-Risk of damage to or loss of product shall pass from seller to buyer at the time connection between the loading hose and the vessel's permanent hose connection at the loading terminal, or at the time of receipt at the terminal.

B) Delivered Sales- Risk of damage to or loss of product shall pass from seller to buyer at the time connection between the unloading hose and the vessel's permanent hose connection at the unloading terminal, or at the time of receipt at the terminal.

C) Taxes- Any Taxes now or hereafter imposed directly or indirectly by law upon products sold and delivered (including storage and for transportation) to the Buyer under this Contract which Seller is required to pay or collect may be added to the product price and passed on the explicit surcharge to Buyer.

D) Buyer has furnished Seller with a valid receipt or other exemption certificate of proof of export exemption (to Seller for sales or use for purposes or otherwise from which, in accordance with law, the tax is not levied with regard to taxes, then such taxes shall not be imposed on the sale of product hereunder. Buyer will however remain liable towards Seller for any taxes due in relation to

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non-applicability of International proof with regard to the applicability of any exemption.

The term "taxes" as mentioned in this Paragraph means any tax (including without limitation any value added tax, sales tax, use tax, excise tax, stamp or property tax, surcharged excise tax or capital tax), service duty, customs duty, fees, duties or other charges, or any increase therein, as well as any interest or penalty related thereto.

The term "taxes" will not include any taxes due on profits such as corporate income taxes.

If Buyer is currently registered on Federal IRS Form 837, Buyer shall furnish Seller with an unexpired notification certificate meeting the current regulatory requirements. Buyer warrants that its registration has not been revoked or superseded. Buyer shall pay seller any applicable Federal excise taxes if such notification certificate is not supplied to seller prior to delivery. If Buyer is entitled to Purchase product free of any other tax, fees, duties or charges, Buyer shall furnish seller with the proper exemption certificate to cover such purchases prior to delivery. Provided, however, that Buyer shall pay to seller the Federal excise tax if the product sold hereunder is transferred to buyer by means of a bank, check, or any other in-bank transfer or facility stamp over from seller's storage account or inventory. The foregoing provision does not apply if (1) Buyer provides proof from a common carrier that the product was removed from seller's storage account or inventory via pipeline or vessel by a gasoline regulator or, (2) if the terminal operator notifies the seller that the party receiving the product qualifies as a "pipeline holder" as defined in Texas Reg. Section 48.4031-1(f), with respect to the product sold hereunder and such receiving party is a gasoline regulator. This provision shall bear interest and penalties equal to the then applicable state or local, as the case may be, interest and penalties for late payments.

9) Arbitration- Any and all differences and disputes of whatsoever nature arising out of this Agreement shall be resolved in Houston, Texas, in English, pursuant to the laws relating to arbitration there in force, and, to the extent not inconsistent with this Agreement, the Commercial Arbitration Rules of the American Arbitration Association, or under the rules of such other arbitration organization as the parties may mutually agree, before a board of three persons, comprising of one arbitrator to be appointed by Seller, one by Buyer and one by the two to choose. The decision of any two of the three on any point or points shall be final. Until such time as the arbitrator finally elects the hearings either party shall have the right by written notice served on the arbitrator and on the other party to specify further disputes or differences under the Agreement for hearing and determination. The arbitrator may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance, provided that the arbitrator shall have no authority to award punitive damages, awards made in reference to the United States Federal Code, including a reasonable allowance for attorney's fees, and judgment may be entered upon any award made hereunder in any Court having jurisdiction. This paragraph shall survive any termination of this agreement.

10) Product Use- Buyer represents and warrants that the product purchased hereunder shall be used for other than gasoline blending purposes in the U.S. Buyer shall notify seller, as soon as possible, of any change in planned or actual consumption or to use of the product purchased hereunder whether such change is by virtue of buyer's action or those of third parties to whom buyer has sold the product.

11) Price and Payment- The Total Price and all other amounts payable by Buyer to Seller under this contract shall be payable within any discount, deduction, set-off, lien, charge or counter claim. If the Total Price or any other amount due by Buyer to Seller under this Contract is not paid when due, the interest shall accrue and shall be paid on all amounts outstanding until payment in full is received by the Seller in its designated bank. Seller reserves the right to change the maximum allowable interest to per U.S. law for all late payments.

12) Interest- In the event the Buyer fails to make payment on the due date as expressed on Tricon's invoice, the Buyer is subject to an additional interest expense calculated at 3.5% per annum, beginning on the due date listed on the invoice.

Waiver- This cancels and supercedes any broker correspondence in relation to this transaction which shall be for the sole purpose of documenting communication, if any.

Contract Number 56123-00000000

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Notes: Buyer to deliver QSO Within or Taken by August 6, 2008.

Date: July 23, 2008

Accepted Date: _____

By: _____
Printed Name: Brad Lockwood
Title: _____

By: _____
Printed Name: Rick Wilson
Title: _____

Please advise your agreement by e-mailing the following and return via fax (713-653-5030) within 24 hours. In the event you do not receive your reply as requested, then this contract shall be the governing instrument.
We thank you for the opportunity of concluding this transaction.

Contract Number: 547250-0720100

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